

BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE

*02 FEB 8 PM 1 16

IN RE:

BELLSOUTH AMENDMENTS TO
GENERIC DOCKET TO ESTABLISH
GENERALLY AVAILABLE TERMS AND
CONDITIONS FOR INTERCONNECTION
AGREEMENT

OFFICE OF THE
EXECUTIVE SECRETARY

DOCKET NO. 01-00526

COMMENTS OF VERIZON WIRELESS REGARDING
BELLSOUTH'S MODIFIED GENERIC INTERCONNECTION AGREEMENT
WITH AMENDMENTS

Verizon Wireless Tennessee Partnership d/b/a Verizon Wireless submits the following comments in response to the Tennessee Regulatory Authority's (hereinafter "TRA" or the "Authority") Notice of Filing issued on January 11, 2002.

Verizon Wireless is a commercial mobile radio service ("CMRS") provider duly licensed by the Federal Communications Commission ("FCC") to provide mobile wireless communications services in accordance with the Communications Act of 1934, as amended (the "Act"). Pursuant to Sections 251 and 252 of the Act, Verizon Wireless has been negotiating since September of 2001 with BellSouth Telecommunications Inc. ("BellSouth") for a successor interconnection agreement for the State of Tennessee and the remainder of the BellSouth region. Verizon Wireless seeks clarification as to whether the Generic Interconnection Agreement resulting from the proceeding will be made available to CMRS carriers in accordance with Section 252(i) of the Act.

Some of the terms of the Generic Interconnection Agreement that BellSouth is making generally available to competitive local exchange carriers ("CLECs") are more

beneficial than the terms Verizon Wireless was able to negotiate with BellSouth. BellSouth's refusal to offer CMRS carriers the same terms available to CLECs in the Generic Interconnection Agreement is discriminatory and clearly inconsistent with its obligations under Section 252(i) of the Act and the FCC's Rules. Section 252(i) of the Act specifically requires that all local exchange carriers make available "any interconnection, service or network element provided under an agreement approved under this section to which it is a party to *any other requesting telecommunications carrier* [emphasis added] upon the same terms and conditions as those provided in the agreement."¹ The FCC's interpretive rule Section 51.809, 47 C.F.R. § 51.809, makes it clear that general availability of such terms must be offered to *any requesting carrier* regardless of whether the class of subscribers served by the requesting carrier is the same as the carrier that was an original party to the agreement.²

Section 7.1 of Attachment 3 of the Generic Interconnection Agreement, as amended, states that if the "CLEC-1" and BellSouth are operating under an amendment or agreement that is consistent with the "FCC's Reciprocal Compensation Remand Order" that those provisions shall apply to the parties. Verizon Wireless proposes that the terms of such Reciprocal Agreements should be made generally available to other "CLECs" and CMRS providers in accordance with Section 252(i) of the Act. As drafted, it is unclear from Section 7.1 that another telecommunications carrier (CLEC or CMRS)

¹ 47 U.S.C. § 252(i).

² "An incumbent LEC shall make available without unreasonable delay to any requesting telecommunications carrier any individual interconnection, service or network element arrangement contained in any agreement to which it is a party that is approved by a state commission pursuant to Section 252 of the Act, upon the same rates, terms and conditions as those provided in the Agreement. An incumbent LEC may not limit the availability of any individual interconnection, service or network element only to those requesting carriers serving a comparable class of subscribers or providing the same services (*i.e.*, local, access or interexchange) as the original party to the agreement." 47 C.F.R. § 51.809(a).

would be able to avail itself to the rates, terms and conditions referred to in Section 7.1 of Attachment 3 by exercising its Section 252(i) rights to adopt this interconnection provision and all the legitimately related terms of an agreement approved by the TRA pursuant to Section 252(e) of the Act.

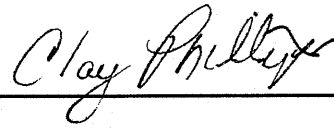
During the current negotiations with BellSouth, BellSouth denied Verizon Wireless's request pursuant to Section 252(i) to adopt a particular interconnection provision from another telecommunications carrier's approved agreement. BellSouth stated that it was not obligated under Section 252(i) of the Act to provide the requested interconnection on the same terms and conditions because the underlying agreement was with a CLEC and not a CMRS carrier. BellSouth's response had the effect of limiting the availability of the subject interconnection to "those carriers serving a comparable class of subscribers providing the same service"³, which is directly contrary to the FCC's Rule § 51.809 (a).

CONCLUSION

In order to safeguard the nondiscriminatory availability of an individual interconnection, service or network elements pursuant to Section 252(i) and the FCC's Rules, Verizon Wireless requests that the TRA, through this proceeding, require that BellSouth offer the terms of this generic agreement to all requesting carriers, including CMRS carriers. Without such a clarification, CMRS carriers will be forced to litigate this issue when they attempt to adopt any interconnection or services from the agreement, that are ultimately approved in this generic docket. Such a result is inconsistent with the Act.

³ *Id.*

Respectfully submitted,



Dan H. Elrod
J. Barclay Phillips
Attorneys for Verizon Wireless
MILLER & MARTIN LLP
150 4th Avenue North, Ste. 1200
Nashville, TN 37219
(615) 244-9270

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served by U.S. Mail, postage prepaid, this 8th day of February, 2002, upon the following:

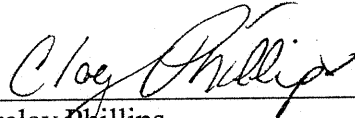
Henry Walker, Esquire
Boult, Cummings, Conners & Berry
Counsel for SECCA, XO, US LEC
And ITC Delta Con
414 Union Street, Suite 1600
Nashville, TN 37219

Jon E. Hastings, Esquire
Boult Cummings, Conners & Berry
Counsel for MCI WorldCom
414 Union Street, Suite 1600
Nashville, TN 37219

Guy Hicks, Esquire
BellSouth Telecommunications, Inc.
333 Commerce Street
Suite 2101
Nashville, TN 37201-3300

Charles B. Welch, Jr., Esquire
Farris, Mathews, Branan, Bobango
& Hellen, PLC
Counsel for Time Warner Telcom
of the Mid-South, L.P.
205 Capitol Blvd., Suite 303
Nashville, TN 37219

James B. Wright, Esquire
Sprint
14111 Capital Blvd.
Wake Forrest, NC 27587-5900



J. Barclay Phillips